THE UNIVERSITY OF SOUTHERN MISSISSIPPI
Procurement and Contract Services
118 College Drive #5003, Hattiesburg, Mississippi  39406-0001

Date:     September 14, 2018

Bid No. 19-06

THE UNIVERSITY OF SOUTHERN MISSISSIPPI is considering the purchase of the following item(s). We ask that you submit your bid and retain one copy for your files. Right is reserved to accept or reject any part of your bid. Your quotation will be given consideration if received in Bond Hall, Room 214 on or before:

2:00 p.m. CST

October 3, 2018

Buyer:     Jessica Turner

NOTE: If you cannot quote on the exact material shown, please indicate any exception giving brand name and complete specifications of any alternate. If additional space is required, use a separate sheet or letter of transmittal.

PROPOSAL MUST BE RETURNED TO THE UNIVERSITY IN ACCORDANCE WITH THE SPECIFICATIONS. RFP NUMBER AND DATE OF BID OPENING MUST BE SHOWN ON THE OUTSIDE OF THE ENVELOPE IF USING THAT METHOD.

We quote you as above-F.O.B. The University of Southern Mississippi. Shipment can be made in _______ days from receipt of order. DATE ____________________ TERMS _____________________________________________

Return quotation to Procurement Services at above address.

AA/EOE/ADA/1

Signature Required
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS FOR BIDS/PROPOSALS

1.) Failure to examine any drawings, specifications, and instructions will be at bidder’s risk.

2.) Samples of items when called for must be furnished free of expense and if not destroyed in testing, will, upon request, be returned at the bidder’s expense. Request for the return of samples must be made within ten (10) days following opening bids. Each individual sample must be labeled with bidder’s name and manufacturer’s brand name and number.

3.) Bids must be signed and sealed with bidder’s name and address on the outside of the envelope, and the time and date of the bid opening and the bid file number shown in the lower-left corner of the packages; envelopes, express mailing labels, boxes, etc.

4.) In order for your bid to be considered, it must be received and time stamped in our office by 2:00 P.M. of the bid opening date. It is the responsibility of the vendor to ensure their bid is received within the appointed time. If your bid package is not received in Bond Hall, Room 214, by 2:00 P.M. of the bid opening date, it will not be considered.

If you are delivering your bid, you need to hand carry the bid package to:

   The University of Southern Mississippi
   Procurement Services
   Bond Hall, Room 214
   Hattiesburg, Mississippi

If you are mailing your bid package via U.S. Postal Service, mail to:

   The University of Southern Mississippi
   Procurement Services
   118 College Drive #5003
   Hattiesburg, MS 39406-0001

If you are express mailing your bid package via Federal Express or UPS, or any other delivery service which requires the use of a physical address, deliver to:

   The University of Southern Mississippi
   Receiving Department
   2609 West 4th Street
   Hattiesburg, MS 39401
5.) Bids or proposals shall not be modified, corrected, altered, or amended after the specified closing time and the opening of such bids, unless otherwise noted in the request for bids or proposals.

6.) The University of Southern Mississippi reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidders, to accept any items on the bid. If the bidder fails to state the time within which bids must be accepted, it is understood and agreed that The University of Southern Mississippi shall have 60 days to accept. The University of Southern Mississippi reserves the right to make an award to this bid on an all or none basis, or on a line by line basis, whichever serves the best interest of The University of Southern Mississippi.

7.) Contracts and purchases will be made or entered into with the lowest, responsible bidder meeting specifications.

8.) A written purchase order or contract award mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or in part without the written consent of The University of Southern Mississippi.

9.) Bid files may be examined during normal working hours by bid participants. Non-participants will be prohibited from obtaining any information relative to the bid until the official award has been made.

10.) If purchase orders or contracts are canceled because of the awarded vendor’s failure to perform or request for price increase, that vendor shall be removed from our bidders’ list for a period of 24 months.

11.) No addendum will be issued within a period of two (2) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the two-day period prior to the bid opening, the bid date will be reset giving bidders ample time to answer the addendum.

12.) Alternate bids, unless specifically requested or allowed, will not be considered.

13.) Bid openings will be conducted open to the public. However, they will serve only to open the bids. No discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied at the bid opening. After the close of the bid opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by bidders. Proposal openings are not required to be open to the public; however, the resulting award is open for public inspection.

14.) Prices quoted shall be firm for the term of the contract or for the stated time of
15.) The bidder understands that The University of Southern Mississippi is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other such discrimination; and the bidder, by signing this bid, agrees during the term of agreement that the bidder will strictly adhere to this policy in its employment practices and provision of products or services.

16.) Bidders must upon request of The University of Southern Mississippi furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The University of Southern Mississippi reserves the right to make the final determination as to the bidder’s ability.

17.) Questions or problems arising from bid procedures should be directed to the Buyer listed on the solicitation at:

The University of Southern Mississippi
118 College Drive #5003
Hattiesburg, MS 39406-0001
Phone: (601) 266-4131

18.) All items must equal or exceed the specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used.

19.) It is the intent of the specifications to obtain a product that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective bidder to review the entire Invitation to Bid packet and to notify The University of Southern Mississippi if the Specifications, Instructions, General, or Special Conditions are formulated in a manner which would unnecessarily restrict competition.

20.) It shall be incumbent upon the bidders to understand the specifications. Any requests for clarifications shall be in writing and shall be submitted to our Procurement Services office at least five (5) days prior to the time and date set for the bid opening, unless otherwise noted in the bid or proposal specifications.

21.) The minimum specifications are used to set a standard and in no case are used with the intention to discriminate against any manufacturer. Bidders should note the name and the manufacturer and model number of the product they propose to furnish and submit descriptive literature.

22.) Trade names, brand names, and/or manufacturer’s information used in these specifications are for the purpose of establishing quality, unless otherwise noted. Bids on
products of other qualified manufacturers are acceptable, provided they are demonstrated as equal to those specified in construction, design and suitability. Each bidder shall submit with his bid a complete brochure with pictures on each item and shall point out specifically any deviations from the specified items. Failure to do so may disqualify any bid. Please bid as specified or an approved equal.

23.) A copy of the manufacturer’s standard guarantee/warranty shall accompany and become a part of this bid.

24.) There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government contract price without any liability as The University of Southern Mississippi is exempt from the provisions of the Robinson-Patman Act and other related laws. In addition, the U.S. Government has no provisions in any of its purchasing arrangements with bidders whereby a lower price to The University of Southern Mississippi must automatically be given to the U.S. Government.

25.) All invoices, unless noted otherwise, are to be billed to:

The University of Southern Mississippi  
Accounts Payable  
118 College Drive #5104  
Hattiesburg, MS 39406-0001

26.) All equipment bid shall be of current production and of the latest design and construction.

27.) Where all, or part(s), of the bid is requested on a unit price basis, both the unit prices and the extension of the unit prices constitute a basis of determining the lowest responsible and responsive bidder. In cases of error in the extension of price, the unit price will govern.

28.) Should the University of Southern Mississippi close due to inclement weather conditions, or any other unforeseen events on the bid opening date, sealed bids will open the following business day at the same time and location.

29.) As an alternative to traditional sealed bids in envelopes, the University of Southern Mississippi is capable of receiving electronic bid responses. While this option is available, it is not required and we ask that all potential respondents keep in mind that with any electronic system there could be delays or glitches with the submission process; therefore the University highly encourages traditional sealed bids which are either mailed or submitted in person. Should a vendor choose to submit their response electronically, please follow the instructions below using the following website: https://www.ms.gov/dfa/contract_bid_search/Home/Sell. On this site you will find helpful links to procurement opportunities, as well as a link to supplier registration. If not already registered in this system, potential bidders will first need to click on ‘Supplier
Registration’ and follow the steps outlined (a one-time process). Once registered, they can return to the original website and click on ‘Procurement Opportunities’ where they can either search by keyword for the bid they desire to respond to or leave the search box blank and click ‘Search’ for a listing of all current bids and proposals for the various State of Mississippi offices.

With regard to construction bids, there is one additional step required during the bid submission process. Along with the bid response and other attachments, contractors will also need to attach their Certificate of Responsibility (COR), or a statement that the bid enclosed does not exceed Fifty Thousand Dollars ($ 50,000.00). If their COR or such statement is not attached, the bid will be invalid and not considered.

AA/EOE/ADA1
General Specifications:

The University is requesting a multi-angle laser light scattering (MALLS) detector system that functions with an Agilent gel permeation chromatography (GPC) or size-exclusion chromatography (SEC) system or equivalent. This includes the MALLS detector, software capable of controlling the Agilent GPC/SEC (or equivalent) in addition to the MALLS detector for the instrument, installation, warranty, and training.

Detailed Specifications:

*MALLS detector system or equivalent*

The MALLS detector system should possess the following features:

- The MALLS detector must make static light scattering measurements at 18 or more angular locations
- The MALLS detector must be able to quantify molar mass of macromolecules from at least 1000 Da to 10 MDa with excellent sensitivity and accuracy.
- Capable of user-installed upgrades with new firmware releases.
- It is preferred the MALLS instrument is equipped with a rear laser monitor that measures the intensity of the laser beam prior to entering the flow cell, in order to calculate any necessary compensation to the scattering signal for laser source intensity fluctuations and drift related to ambient temperature changes, laser device aging, dust or any other mechanism. This rear monitor ensures consistent molar mass measurements over long and short periods.
- It is preferred the MALLS instrument is equipped with a forward laser monitor to measure the intensity of light transmitted through the flow cell, in order to correct the scattering signal for absorbance of the laser beam by the sample as well as diagnose the presence of bubbles or large contaminants in the flow cell.
- It is preferred the MALLS detector can provide, or be upgradable to provide, a batch operation where a scintillation vial or cuvette can be used rather than a flow cell. This allows for use of a different solvent than what the current chromatography system uses.
• It is preferred the MALLS instrument is capable of interfacing to commercially available hardware and software suitable for carrying out automated composition-gradient or concentration-gradient measurements, acquiring and analyzing the data to determine molar mass, rms radius, second virial coefficient, third virial coefficient, dn/dc (differential refractive index), reaction kinetics, and the affinity and stoichiometry of macromolecular interactions.

_Ultrasonic flow cell cleaning module (COMET) or equivalent_

• The MALLS instrument should provide, or be upgradeable to provide, a means of removing particles adhering to the MALLS flow cell interior surfaces to minimize detector noise due to light scattering from these particles, and to prolong time between manual maintenance.

_Installation_

• Onsite Installation – 1 day. On-site installation and familiarization visit by engineer for 1 day (travel expenses included in bid).

_Software_

• Software should be capable of full digital synchronization between Agilent GPC/SEC system and MALLS detector system or equivalent.
• The software should include data treatments to aide in the interpretation of data (baseline correction, etc.).
• The software should allow easy export of all graphical elements to common graphical data formats for report generation and publication preparation.
• The software should allow easy export of spectra and trends in common data format for import into spreadsheets for further analysis.
• It is preferred the MALLS instrument and software can operate to prolong laser lifetime by automatically reducing laser drive current when the instrument is idle and restoring power for measurements.
• The MALLS detector and software must provide a means of accepting external signals from a GPC, FPLC, HPLC, SEC or FFF system to utilize auto inject triggers and UV analog signals. This permits synchronization between any brand of liquid chromatography system and the MALLS detection, as well as utilization of the UV signal for determination of concentration and conjugate or copolymer composition.

_Warranty_
A minimum twelve (12) month warranty agreement is requested.

**Training**
- Customer applications training for light scattering detector system should be provided:
  - On-site customer training for the light scattering detector system
  - System and software configuration
  - User specific applications support
  - Routine operation of system and accessories

**Copies**
At least one (1) signed original and two (2) signed copies of the bid response **MUST** be provided. The University **requires** a portable electronic virus/malware free copy (CD, thumb drive) of the bid response from the responding Vendor to be included in the bid response package. If an electronic copy is not included, the University reserves the right to request an electronic copy of the **exact** bid response prior to review of the bid.

**Mandatory Legal Provisions**
- Any provisions disclaiming implied warranties **shall** be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor **shall** not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- The Vendor **shall** have no limitation on liability for claims related to the following items:
  - Infringement issues;
  - Bodily injury;
  - Death;
  - Physical damage to tangible personal and/or real property; and/or
  - The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor’s employees or subcontractors.
- All requirements that the University pay interest (other than in connection with lease purchase contracts not exceeding five years) are deleted.
- Should any of the terms and conditions in the purchase contract be in conflict with the laws of the State of Mississippi, the laws of the State of Mississippi **shall** supersede and govern. A revision of the terms and conditions will be required to ensure compliance with Mississippi state law.
- The University **shall** not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

**Payment**
The currency used for payment of costs will be in United States dollars.

State law requires that the University receive an **original invoice** from the Vendor and that payment of the invoice is processed **within 45 days of receipt** (Miss Code 31-7-305). The
invoice should be on the Vendor’s letterhead and/or include an original Vendor representative signature.

**Pre-Payments with Pro-Rata Refund**
State law (Section 31-7-305 of the Mississippi Code Ann.) authorizes the issuance of payment after receipt of the invoice and receipt, inspection, and approval of the goods and/or services. The intent is that goods and services must be received, inspected, and accepted prior to payment. Pursuant to this requirement, where pre-payment has been authorized, all pre-payment contracts will require the following statement in the Termination section: “Upon termination of this Agreement by Licensee or by Licensor, Licensor shall issue Licensee a refund of a proportionate share (based on the number of days in the term year before and after the termination) of the Annual Fees paid with respect to that term year.”

**USM Terms and Conditions**
Unless written exception is provided in the bid response, the winning Vendor agrees to be bound by the USM Terms and Conditions, which are incorporated herein, and may be found at [https://www.usm.edu/procurement-contract-services/usm-terms-and-conditions](https://www.usm.edu/procurement-contract-services/usm-terms-and-conditions).

Sealed proposals for this bid will be received in the Department of Procurement & Contract Services Office, Bond Hall, Second Floor, Box 5003, Hattiesburg, Mississippi 39406-5003 until 2:00 p.m. of the specified date on the cover sheet.

Each proposal must be submitted in a sealed envelope bearing on the outside the name “University Web Site Build & Implementation,” the name of the Vendor, the Vendor address, and the notification of opening at 2:00 p.m. on the specified date on the cover sheet.

Any proposal may be withdrawn prior to scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified will not be considered.

The University of Southern Mississippi reserves the right to accept or reject any or all proposals and to waive any formalities.

Vendors are responsible for examining all specifications, terms, conditions, and instructions of this request. Failure to do so will be at Vendor’s risk.